

After recording return document to:
ZENDER THURSTON, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227



200506270117
Skagit County Auditor

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DOCUMENT TITLE: **TRUSTEE'S DEED**

GRANTOR: **DANIEL D. ZENDER, TRUSTEE**

GRANTEE: **AMBER ENTERPRISES, INC., a Washington corporation**

ABBREVIATED LEGAL DESCRIPTION: **W ½ NE NW Sec 11, T35N, R8E, W.M.**

ASSESSOR'S TAX PARCEL NUMBERS: **350811-2-001-0003 R43777**

TRUSTEE'S DEED

The GRANTOR, DANIEL D. ZENDER, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to: AMBER ENTERPRISES, INC., a Washington corporation, GRANTEE, that real property, situated in the County of Skagit, State of Washington, described as follows:

The West ½ of the Northeast ¼ of the Northwest ¼ of Section 11, Township 35 North, Range 8 East, W.M. (Also known as Parcel A of that Survey recorded April 2, 1991, in Volume 11 of Surveys, Page 14, Auditor's File No. 9104020044, records of Skagit County, Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Randy Christensen as Grantor, to First American Title Company as Trustee, and Amber Enterprises, Inc., as Beneficiary, dated August 5, 1999, recorded September 7, 1999, under Auditor's File No. 199909070092, records of Skagit County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$32,000.00 with interest thereon, according to the terms thereof, in favor of Amber Enterprises, Inc., and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The described Deed of Trust provided that the real property conveyed therein is not used principally for agriculture of farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his/her successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Amber Enterprises, Inc., being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, executed and on March 8, 2005, recorded in the office of the Auditor of Skagit County, Washington, a "Notice of Trustee's Sale" of said property as Auditor's file No. 200503080057.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale" fixed that place of sale as Skagit County Courthouse, a public place, at 10:00 a.m. and in accordance with law caused copies of the statutory "Notice of Trustee Sale" to be transmitted my mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale; and further, included with this Notice, which was transmitted to or served upon the Grantor or his/her successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.

8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices and notices to be given.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on June 10, 2005, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of \$40,319.70 (cash) (by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute).

DATED this 16th day of June, 2005.

3282
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 21 2005

Amount Paid \$ Q
Skagit Co. Treasurer
By JP Deputy

TRUSTEE:

Daniel D. Zender
DANIEL D. ZENDER
Attorney at Law
1700 "D" St.
Bellingham WA 98225

Trustee's Deed - Page -



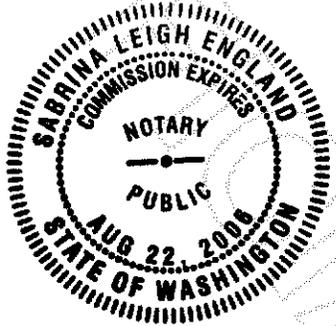
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STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Daniel D. Zender is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JUNE 16, 2005



Sabrina Leigh England

NOTARY PUBLIC in and for the
State of Washington.

My Commission expires 8/22/08.

